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April 5, 2006

The Honorable Charles L.A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Application of FRC, LLC, for a Certificate of Public Convenience and Necessity
to Provide Intrastate Telecommunications Services as a Carrier's Carrier
Docket No. 2006-42-C

Dear Mr. Terreni:

Please find enclosed for filing an original and five (5) copies of a revised proposed tariff on behalf of FRC, LLC's, application in the above-referenced matter. I would appreciate your returning a clocked copy of this filing with our courier. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely yours,



Sue-Ann Gerald Shannon

Enclosures

cc: Shannon Bowyer Hudson, Esq., Office of Regulatory Staff
(via hand delivery)

VIA HAND DELIVERY and ELECTRONIC FILING

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FRC, LLC

**South Carolina PSC Tariff No. 1
Original Page No. 1**

FRC, LLC

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable to intrastate telecommunications services as a carrier's carrier provided by **FRC, LLC**, with principal offices located at 491 Lakeshore Parkway, Rock Hill, South Carolina 29730.

This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: _____, 2006

Effective: _____, 2006

**FRC, LLC
491 Lakeshore Parkway
Rock Hill, South Carolina 29730**

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original

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EXPLANATION OF SYMBOLS

- (C) - To signify changed rule, regulation, or condition.
- (D) - To signify discontinued or deleted rate, regulation, or condition.
- (I) - To signify an increased rate or charge.
- (M) - To signify material relocated from or to another part of tariff with no change in text, rate, rule, or condition.
- (N) - To signify new material, including a listing, rate, rule, or condition.
- (R) - To signify a reduction in a rate or charge.
- (T) - To signify a change in wording of text but no change in rate, rule, regulation, or condition.
- (Z) - To signify a correction.

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TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the South Carolina PSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest Check Sheet to determine if a particular sheet is the most current on file with the Commission.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Application for Service – A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable the Carrier to provide the communications service as required.

Authorization Code – A numerical code, one or more of which are assigned to a customer to enable him or her to access the Carrier, and which are used by the Carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Authorized User – A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Certificated – means the holder of a certificate of public convenience and necessity or other certificate issued by the Commission authorizing such holder to provide Telecommunications Service in the State of South Carolina.

Commission – The South Carolina Public Service Commission.

Company or Carrier – FRC, LLC.

Customer – The person, firm, corporation, or other entity that is a Telecommunications Company that orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day – From 8:00 a.m. up to, but not including, 5:00 p.m., local time Monday through Friday.

Night/Weekend – From 11:00 p.m. up to, but not including, 8:00 a.m., local time Sunday through Friday, and 8:00 a.m. up to, but not including, 5:00 p.m., local time Saturday.

ORS – Refers to the South Carolina Office of Regulatory Staff.

Telecommunications Company – means any Certificated person, firm, partnership, corporation, association, or municipal, county or local governmental entity offering Telecommunications Services to the public for hire.

Telecommunications Services – means services for the transmission of two-way interactive communications to the public for hire.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of Carrier**

Carrier's services and facilities are furnished to Telecommunications Companies originating at specified points within the State of South Carolina under the terms of this tariff.

Carrier installs, operates, and maintains the services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as a Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by a Customer to allow connection of a Customer's facilities with Carrier's facilities. Carrier's services are provided on a monthly basis, unless ordered or contracted for on a longer-term basis, and are available twenty-four (24) hours per day.

2.2 Limitations

- 2.2.1. Service is offered subject to the availability of facilities and the provisions of this tariff.
- 2.2.2. Carrier reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3. All facilities provided under this tariff are directly controlled by Carrier and a Customer may not transfer or assign the use of the service or facilities, except with the express written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.3 Liabilities of the Company

- 2.3.1. Carrier's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission that occur in the course of furnishing services or facilities, which is not caused by the negligence of Carrier's employees or agents, in no event shall exceed an amount equal to the proportionate charges to the Customer for the period during which a fault in transmission occurs.
- 2.3.2. Customers shall indemnify and hold Carrier harmless against:
- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Carrier's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by Carrier.
- 2.3.3. The Commission's acceptance of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Carrier should be upheld in a court of law. Rather, it is more properly construed as a recognition that because it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, it is, therefore, the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

2.4. Interruption of Service

- 2.4.1. Credit allowance for the interruption of service that is not due to Carrier's testing or adjusting, negligence of a Customer or the failure of channels or equipment provided by a Customer are subject to the general liability provisions set forth in 2.3.1. herein. It shall be the obligation of the particular Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer and connected to Carrier's facilities.
- 2.4.2. For purposes of credit computation for leased facilities, every month shall be considered to have seven hundred twenty (720) hours.

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- 2.4.3. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.4.4. A Customer shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula: Credit $\frac{A}{720} \times B$

A – Outage time in hours.

B – Total monthly charge for affected facility.

- 2.5. **Restoration of Service.** The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
- 2.6. **Contested Charges.** All bills are presumed accurate, and shall be binding on the Customer unless objection is received by Carrier, in writing or orally, within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefor is not received within such limitation period. Carrier will promptly investigate and advise the Customer as to its findings and disposition. Any undisputed charges billed by Carrier to Customer must be paid on a timely basis.
- 2.6.1 Below is the name, address, telephone number, and facsimile number to which consumer inquiries or complaints regarding contested charges should be directed:

Terry R. Metze, General Manager
FRC, LLC
491 Lakeshore Parkway
Rock Hill, South Carolina 29730
Phone: (803) 329-7905
Fax: (803) 329-4540

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- 2.6.2 Any disputed charges that cannot be resolved between a Customer and Carrier may be submitted to the Consumer Services Department of the ORS at the following:

Office of Regulatory Staff
Consumer Services Department
Post Office Box 11263
Columbia, South Carolina 29201
Phone: (803) 737-5230
Toll-Free: 1-800-922-1531
Fax: (803) 737-4750

- 2.7. **Billing Entity Conditions.** When billing functions on behalf of Carrier or its intermediary are performed by local exchange telephone companies, credit card companies, or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.
- 2.8. **Taxes.** All federal, state, and local taxes (*e.g.*, excise tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

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SECTION 3 – DESCRIPTION OF SERVICE

- 3.1. **Service Offering: Private Line Service.** A pre-subscribed, flat rate service for Customers.
- 3.2. **Minimum Call Completion Rate.** A Customer can expect service availability of not less than ninety-five percent (95%) during peak use periods.
- 3.3. **Directory Assistance.** Carrier does not provide local directory assistance.

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SECTION 4 – RATES**4.1. Private Line Service; Recurring Charges**

Company charges the following range of maximum rates for recurring charges in all rate periods. Based on a Customer's requirements, a Customer may be offered a discount off of the applicable rate. The Company requires a Minimum Aerial Mile per Line of 35 Aerial miles.

DS-1	\$.60 per DSO mile
DS-3	\$.26 per DSO mile
OC-3	\$.12 per DSO mile
OC-12	\$.08 per DSO mile

4.2 Private Line Service; Nonrecurring Charges

Company charges the following range of maximum rates for nonrecurring charges per Line. Based on a Customer's requirements, a Customer may be offered a discount off of the applicable rate.

DS-1	\$600
DS-3	\$800
OC-3	\$5,000
OC-12	\$25,000

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4.3. Special Contractual Offerings

Company intends to offer its services in accordance with individual contracts negotiated with Customers. The applicable regulations, rates, charges, and other terms and conditions will be provided pursuant to the terms prescribed in the tariff. For instance, rates provided for in individual contracts for proposed services may vary, but will be established at levels that do not exceed the maximum rates specified in the most current tariff. All special contracts will be kept on file in the Company's offices and will be provided to the Commission and/or the ORS upon request.

4.4. Special Promotions

Company may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar business purposes. In no case shall the varying rates and charges exceed the rates and charges listed in the tariff for the same services. The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company's tariff.

4.5 Marketing Practices and Marketing Guidelines

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that, as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a Rule to Show Cause as to the withdrawal of its certification.

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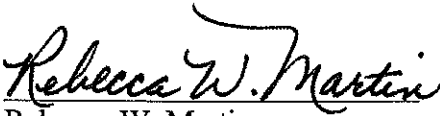
BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
Docket No. 2006-42-C

Application of FRC, LLC, for a Certificate)
of Public Convenience and Necessity to)
Provide Intrastate Telecommunications)
Services as a Carrier's Carrier)
_____)

**CERTIFICATE
OF SERVICE**

I, Rebecca W. Martin, Secretary for McNair Law Firm, P. A., do hereby certify that I have this date served one (1) copy of a Proposed Tariff regarding the above-referenced matter on the following party of record by causing said copy to be hand delivered via McNair Law Firm courier to the address as shown below.

Shannon B. Hudson, Esquire
South Carolina Office of Regulatory Staff
1441 Main Street, Suite 300
Columbia, South Carolina 29201


Rebecca W. Martin
McNair Law Firm, P.A.
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(803) 799-9800

April 5, 2006

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